IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

Demetrius Bernard Willingham,	)	
	)	
Plaintiff,	)	Civil Action File No.:
	)	
v.	)	
	)	
Equifax Information Services, LLC; Trans Union, LLC; Comenity Bank, LLC; and DiTech Financial, LLC,	)	**COMPLAINT WITH JURY TRIAL DEMAND**
	)	
Defendants.	)	
	)	

PRELIMINARY STATEMENT

This action for damages is based on Defendants' false reporting on Plaintiff's credit file and/or consumer reports, failures to follow reasonable procedures to assure maximum possible accuracy of the information concerning Plaintiff, and failures to conduct reasonable reinvestigations with respect to such information.

PARTIES

1. Plaintiff, Demetrius Bernard Willingham, is a natural person who resides in Douglas County, Georgia.

2. Plaintiff is an individual and is therefore a "consumer" as that term is defined by 15 U.S.C. § 1681a(c).

3. Defendant, Equifax Information Services, LLC (hereinafter "Equifax"), is a limited liability corporation formed under the laws of the State of Georgia. Equifax may be served with process via its registered agent, Shawn Baldwin, at 1550 Peachtree Street NE, Suite H46, Atlanta, Georgia 30309-2402.

4. Equifax regularly assembles and/or evaluates consumer credit information for the purpose of furnishing consumer reports to third parties and uses interstate commerce to prepare and/or furnish the reports. Accordingly, Equifax is a "consumer reporting agency" as that term is defined by 15 U.S.C. § 1681a(f).

5. Defendant, Trans Union, LLC (hereinafter "TransUnion"), is a limited liability corporation formed under the laws of the State of Delaware, headquartered in the State of Illinois and registered to do business in the State of Georgia. TransUnion may be served with process via its registered agent, Prentice-Hall Corporation System, at 40 Technology Parkway South, Suite 300, Norcross, Georgia 30092-2924.

6. TransUnion regularly assembles and/or evaluates consumer credit information for the purpose of furnishing consumer reports to third parties and uses interstate commerce to prepare and/or furnish the reports. Accordingly, TransUnion is a "consumer reporting agency" as that term is defined by 15 U.S.C. § 1681a(f).

7. Defendant, Comenity Bank, LLC (hereinafter "Comenity"), is a limited liability corporation formed under the laws of the State of Ohio and registered to do business in the State of Georgia. Comenity may be served with process via its registered agent, C T Corporation System, at 1300 East 9th Street, Cleveland, Ohio 44114-1501.

8. Comenity regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions, such as Plaintiff's transactions at issue in this lawsuit and described herein, and is therefore a "furnisher" as that term is used in 15 U.S.C. § 1681s-2.

9. Defendant, DiTech Financial, LLC (hereinafter "DiTech"), is a limited liability corporation formed under the laws of the State of Delaware, headquartered in the State of Florida, and registered to do business in the State of Georgia. DiTech may be served with process via its registered agent, C T Corporation System, at 1201 Peachtree Street NE, Suite 1240, Atlanta, Georgia 30361-3514.

10. DiTech regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions,

such as Plaintiff's transactions at issue in this lawsuit and described herein, and is therefore a "furnisher" as that term is used in 15 U.S.C. § 1681s-2.

JURISDICTION AND VENUE

11. This Court has federal question jurisdiction over Plaintiff's Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681, *et seq*., claims pursuant to 15 U.S.C. § 1681p and 28 U.S.C. § 1331.

12. This Court has personal jurisdiction over Defendants pursuant to O.C.G.A. § 9-10-91(1) because, *inter alia*, Defendants frequently and routinely conduct business in the State of Georgia, including the conduct complained of herein.

13. Pursuant to 28 U.S.C. § 1391, venue is proper in the Northern District of Georgia because a substantial part of the events or omissions giving rise to the claims occurred in this district. Pursuant to LR 3.1B(3), NDGa, venue is proper in the Atlanta Division because one or more Defendants maintain agents for service of process within the Atlanta Division.

Factual Allegations Derived From Plaintiff's Mortgage

14. On or about April 28, 2003, Plaintiff obtained a loan from Unity Mortgage Corporation (hereinafter "Unity") for the original principal amount of $101,850.00 (the "Mortgage").

15. The Mortgage is collateralized by residential real property located at 3775 King Drive, Douglasville, Georgia 30135-3121 (the "Property"), as evidenced by the Security Deed recorded at Deed Book 1750, Pages 372-383, in the Superior Court of Douglas County.

16. On or about June 30, 2011, the Mortgage was transferred from Unity to BAC Home Loans Servicing, L.P. (hereinafter "BAC"), as evidenced by the Assignment filed at Deed Book 2945, Pages 70-73, in the Superior Court of Douglas County.

17. On or about May 16, 2013, the Mortgage was transferred from BAC to Green Tree Servicing, LLC (hereinafter "Green Tree"), as evidenced by the Assignment filed at Deed Book 3133, Page 930, in the Superior Court of Douglas County.

18. On or about August 31, 2015, Green Tree merged with DiTech, and DiTech took over servicing of all of Green Tree's accounts, including the Mortgage at issue in this lawsuit.

Factual Allegations Derived From Plaintiff's Bankruptcy Case

19. On February 28, 2011, Plaintiff filed a Chapter 13 Voluntary Bankruptcy Petition in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division, Case Number 11-56009 (the "Bankruptcy Case").

20. In Schedule D of his Bankruptcy Petition, Plaintiff listed BAC as having a secured claim for the Mortgage in the amount of $91,125.00.

21. Additionally, in Schedule F of his Bankruptcy Petition, Plaintiff listed Comenity as having an unsecured claim for an account in the amount of $1,906.00 (the "Comenity Debt").

22. On February 28, 2011, Plaintiff filed his Chapter 13 Plan in accordance with 11 U.S.C. § 1322, reforming any pre-existing contract with Comenity and setting forth his proposed treatment of the Debt owed to Comenity, including detailed payment terms.

23. Plaintiff's Plan provided, in part, that Comenity's allowed claim would be paid through the Chapter 13 trustee and that no payments would be forthcoming from any other source.

24. Following confirmation, Comenity was bound by the terms of the Plan, including the provisions controlling payment of its claim, in accordance with 11 U.S.C. § 1327(a).

25. A confirmed plan constitutes a new contract between the debtor and creditors and a creditor's rights are defined by the confirmed plan. Consequently, a pre-petition claim provided for in a confirmed plan is no longer a pre-petition claim. The claim is a right to payment arising from the confirmed plan. *Padilla v. Wells Fargo Home Mortg., Inc. (In re Padilla)*, 379 B.R. 643, 649, 2007 Bankr. LEXIS 2655, *1 (Bankr. S.D. Tex. 2007).

26. Additionally, the Plan provided for direct payment of all future mortgage payments by Plaintiff to BAC.

27. On August 18, 2011, Plaintiff's Plan was confirmed and became *res judicata* as to Plaintiff, Comenity, and BAC.

28. Comenity and BAC were served with a copy of the Confirmation Order on August 20, 2011, by the Bankruptcy Noticing Center.

29. On June 25, 2015 and in accordance with Fed.R.Bank.P 3002.1 Green Tree (now DiTech) filed notice of a balance owed by the Plaintiff on Plaintiff's mortgage account.

30. On November 9, 2015, the Bankruptcy Court entered an Order Discharging Debtor in Plaintiff's Bankruptcy Case as to all dischargeable debts, and the Bankruptcy Case was closed.

31. Comenity was served with the Order of Discharge by the Bankruptcy Noticing Center on November 11, 2015.

32. The Debt owed to Ditech was not discharged in accordance with 11 U.S.C. § 1328 having been provided for in Plaintiff's Plan in accordance with 11 U.S.C. § 1322(b)(5).

Factual Allegations Pertinent to All Defendants

33. The reporting of consumer credit information, by credit reporting agencies (CRAs) and furnishers, is the foundation of credit scoring and impacts the financial lives of consumers in innumerable ways including the availability and cost

of credit, leasing opportunities, insurance availability and cost, utility service, and even employment.

34. The Consumer Data Industry Association ("CDIA") is an international trade association representing over 140 members involved in credit reporting, mortgage reporting, check verification, tenant and employment screening, collection services and fraud verification services. It is active in federal and state legislative affairs, public relations, education and industry standards.

35. In cooperation with the major CRAs, CDIA publishes the Metro 2 ("Metro 2") reporting standards to assist furnishers with their compliance requirements under the FCRA. CDIA's reporting products are used in more than nine billion transactions each year.

See, *http://www.cdiaonline.org/about/index.cfm?unItemNumber=515*

36. The Metro 2 standards provide uniformity in the reporting and interpretation of credit data including credit scoring.

37. The leading credit scoring system, commonly referred to as FICO, utilizes data reported by credit reporting agencies and furnishers ostensibly in compliance with Metro 2 standards.

38. Defendants have actual knowledge that entities that perform credit scoring and other functions utilizing the data reported by Defendants assume compliance with Metro 2 standards.

39. At all times relevant hereto, Equifax adopted and implemented the Metro 2 format for their reporting of consumer data and as an integral aspect of its duties under the FCRA to have in place adequate and reasonable policies and procedures to handle investigations of disputed information.

40. At all times relevant hereto, TransUnion adopted and implemented the Metro 2 format for their reporting of consumer data and as an integral aspect of its duties under the FCRA to have in place adequate and reasonable policies and procedures to handle investigations of disputed information.

41. At all times relevant hereto, Comenity adopted and implemented the Metro 2 format for their reporting of consumer data and as an integral aspect of its duties under the FCRA to have in place adequate and reasonable policies and procedures to handle investigations of disputed information.

42. At all times relevant hereto, DiTech adopted and implemented the Metro 2 format for their reporting of consumer data and as an integral aspect of its

duties under the FCRA to have in place adequate and reasonable policies and procedures to handle investigations of disputed information.

43. Equifax and TransUnion, in conjunction with the other major credit reporting agencies, developed a browser-based software system that allows credit reporting agencies to electronically notify furnishers of disputed credit reporting and for furnishers to respond to such disputes following investigation. The system is commonly referred to as e-OSCAR and was designed to be Metro2 compliant. See, *http://www.e-oscar.org/*

44. The failure on the part of a CRA and or a furnisher to adhere to the accepted Metro 2 standards increases the probability of a reported item being false or materially misleading and adversely affecting the consumer.

Factual Allegations Derived from Reporting to and by Equifax

45. On or about January 21, 2016, Plaintiff obtained a copy of his consumer report as published by Equifax.

46. That report contained erroneous information as provided by Comenity, and as published and reported by Equifax.

47. Specifically, the report shows the Comenity Debt as more than 120 days past due, with a balance of $773.00 and a scheduled payment amount of $40.00.

48. The relevant portion of the Comenity tradeline appeared in the January 21, 2016, Equifax report as follows:

Comenity Bank/Avenue PO Box 182789 Columbus OH 43218-2789

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification
14004*	01/02/1995	$2,172	$1,000		Monthly	99		

Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
12/25/2015	$773		12/2015	$40	$40		12/2015						

Status - Pays As Agreed; Type of Account - Revolving; Type of Loan - Charge Account; Whose Account - Joint Account; ADDITIONAL INFORMATION - Charge;

Account History with Status Codes	03/2014	02/2014	01/2014	12/2013	11/2013	07/2013	06/2013	05/2013	04/2013	03/2013	02/2013
	4	4	3	2	1	3	3	3	2	2	1

(Remaining portion of tradeline omitted.)

49. Because the Comenity Debt was discharged in Plaintiff's Bankruptcy Case, and the payment terms permanently modified pursuant to 11 U.S.C. § 1327 the information described above was both false and misleading.

50. The specific reporting described above was in derogation of industry standards for reporting the account as set forth in the CDIA and Metro 2 as adopted by the Defendants. See e.g., 2015 CDIA Credit Reporting Resource Guide ("2015 Metro 2").

51. In a letter dated May 24, 2016, Plaintiff disputed the inaccurate and misleading information directly to Equifax and advised Equifax that the Comenity Debt was included and discharged in his Bankruptcy Case and should not be reporting any post-filing derogatory information.

52. Upon information and belief, Equifax timely notified Comenity of Plaintiff's dispute, via e-OSCAR or otherwise, as required by 15 U.S.C. § 1681i.

53. In a document dated June 7, 2016, Equifax advised Plaintiff that it had researched the dispute and that the revised report reflected its findings. Equifax provided a copy of the tradeline as reported "post-investigation" which reproduced errors additional to those identified by Plaintiff in his original dispute letter.

54. Specifically, Equifax and Comenity now reported the Comenity Debt as having a balance of $607.00, with a past-due balance of the same amount, and a scheduled payment amount of $35.00.

55. The new Comenity tradeline appeared in the revised June 7, 2016, Equifax report as follows:

Comenity Bank/Avenue PO Box 182789 Columbus OH 43218-2789

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification
14004*	01/01/1995	$2,172	$1,000		Monthly	99		

Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
06/07/2016	$607	$607	04/2016	$0	$35	02/2016			$0		$0		02/2016

Status - Included In Wage Earner Plan; Type of Loan - Charge Account; Whose Account - Joint Account; ADDITIONAL INFORMATION - Bankruptcy Chapter 13; Charge;

56. The post-investigation reporting of Equifax and Comenity, independently and jointly, is false and misleading.

57. The post-investigation reporting of Equifax and Comenity, independently and jointly, is in derogation of the Metro 2 reporting standards and that departure and failure to adhere to the adopted guidelines renders the reporting both false and materially misleading.

58. There is no indication in the tradeline of the "verified" report that the Plaintiff has disputed the information reported and published by Equifax and Comenity. The failure to note the legitimate dispute by the Plaintiff of the relevant tradeline renders the reporting materially misleading.

Factual Allegations Derived from Reporting to and by TransUnion

59. On or about January 21, 2016, Plaintiff obtained a copy of his consumer report as published by TransUnion.

60. That report contained erroneous information as provided by DiTech, and as published and reported by TransUnion.

61. Specifically, the report shows the Mortgage as discharged, with a balance of $0.00.

62. The relevant portion of the DiTech tradeline appeared in the January 21, 2016, TransUnion report as follows:

DITECH FINANCIAL LLC #6872**** (POB 6172, RAPID CITY, SD 57709, (800) 643-0202)

Date Opened: 04/28/2003
Responsibility: Individual Account
Account Type: Mortgage Account
Loan Type: CONVENTIONAL REAL ESTATE MTG
Balance: $0
Date Updated: 05/31/2013
Last Payment Made: 07/20/2015
Pay Status: >Account Included in Bankruptcy<
Terms: $0 per month, paid Monthly for 360 months
Date Closed: 05/31/2013
Mortgage Info: Fannie Mae Acct #1687862737
Remarks: >CHAPTER 13 BANKRUPTCY<
Estimated month and year that this item will be removed: 01/2018

(Remaining portion of tradeline omitted.)

63. Because the Mortgage owed to DiTech is not discharged and the Plaintiff continues to make payments directly to DiTech, the information described above was both false and misleading.

64. The specific reporting described above was in derogation of industry standards for reporting the account as set forth in the CDIA and Metro 2 as adopted

by the Defendants. See e.g., 2015 CDIA Credit Reporting Resource Guide ("2015 Metro 2").

65. In a letter dated May 24, 2016, Plaintiff disputed the inaccurate and misleading information directly to TransUnion and advised TransUnion that the Mortgage was included in his Bankruptcy Case but not discharged.

66. Upon information and belief, TransUnion timely notified DiTech of Plaintiff's dispute, via e-OSCAR or otherwise, as required by 15 U.S.C. § 1681i.

67. In a document dated June 1, 2016, TransUnion advised Plaintiff that it had researched the dispute and that the revised report reflected its findings. TransUnion provided a copy of the tradeline as reported "post-investigation" which reproduced the errors identified by Plaintiff in his original dispute letter.

68. Specifically, the new DiTech tradeline appeared in the revised June 1, 2016, TransUnion report as follows:

DITECH FINANCIAL LLC #6872**** (POB 6172, RAPID CITY, SD 57709, (800) 643-0202)

Date Opened:	04/28/2003	**Balance:**	$0	**Pay Status:**	›Account Included in Bankruptcy‹
Responsibility:	Individual Account	**Date Updated:**	03/31/2016	**Terms:**	$609 per month, paid Monthly for 600 months
Account Type:	Mortgage Account	**Last Payment Made:**	03/29/2016		
Loan Type:	CONVENTIONAL REAL ESTATE MTG	**High Balance:**	$101,850	**Date Closed:**	03/31/2016

Mortgage Info: Fannie Mae ID #100035203561300218 Acct #1687862737
Remarks: ›CHAPTER 13 BANKRUPTCY‹; LOAN MODIFIED NON GOVT
Estimated month and year that this item will be removed: 01/2018

69. The post-investigation reporting of TransUnion and DiTech, independently and jointly, is false and misleading.

70. The post-investigation reporting of TransUnion and DiTech, independently and jointly, is in derogation of the Metro 2 reporting standards and that departure and failure to adhere to the adopted guidelines renders the reporting both false and materially misleading.

71. There is no indication in the tradeline of the "verified" report that the Plaintiff has disputed the information reported and published by TransUnion and DiTech. The failure to note the legitimate dispute by the Plaintiff of the relevant tradeline renders the reporting materially misleading.

Damages

72. The reporting of the Defendants, independently and jointly, breached their duties as described herein.

73. Defendants had actual notice that the information they were reporting regarding Plaintiff, the Comenity Debt, and the Mortgage was false, deceptive, and misleading.

74. Defendants failed to correct their false, deceptive, and misleading reporting as described herein.

75. Defendants continued to report the false, deceptive, and misleading information regarding Plaintiff, the Comenity Debt, and the Mortgage.

76. Accordingly, Defendants' conduct was willful.

77. As a result of Defendants' willful actions and omissions, Plaintiff is eligible for statutory damages.

78. Additionally, as a result of Defendants' actions and omissions, Plaintiff has suffered actual damages, including out-of-pocket expenses in challenging Defendants' wrongful representations regarding the Comenity Debt and the Mortgage, as well as frustration, worry, and aggravation resulting from such false and misleading representations.

79. Moreover, as a result of the actions and omissions of Defendants, Plaintiff's actual damages also include the illegitimate suppression of his Fair Isaac Corporation ("FICO") credit score and other credit rating modeling scores. Moreover, their failure to correct and clear the inaccuracies in Plaintiff's Equifax

and TransUnion reports creates a material risk of financial harm to Plaintiff stemming from the decreased perception of Plaintiff's credit-worthiness.

CAUSES OF ACTION

COUNT I

VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
15 U.S.C. §§ 1681e(b) and 1681i
Equifax Information Services, LLC

80. Plaintiff incorporates by reference paragraphs 1-13, 33-34, 45-58 and 72-79 as though fully stated herein.

81. Pursuant to 15 U.S.C. § 1681e(b), Equifax is responsible for following reasonable procedures to assure maximum possible accuracy of information whenever it prepares consumer reports.

82. Equifax's duty under 15 U.S.C. § 1681e(b) extends to reinvestigation reports and consumer disclosures.

83. Pursuant to 15 U.S.C. § 1681i(a)(1)(A), Equifax had an affirmative duty to independently investigate the dispute submitted by Plaintiff.

84. Pursuant to 15 U.S.C. § 1681i(a)(2), Equifax was required to communicate the specifics of Plaintiff's dispute to Comenity.

85. A consumer reporting agency's reasonable reinvestigation must be a good faith effort to ascertain the truth; a reasonable reinvestigation must answer the substance of the consumer's dispute, and may not merely be a *pro forma* record review that simply begs the question.

86. In order to conduct a reasonable reinvestigation, and pursuant to 15 U.S.C. § 1681i(a)(4), Equifax was required to review and consider all relevant information submitted by Plaintiff.

87. Plaintiff's dispute was clear and unambiguous as to the inaccuracies of Equifax's reporting.

88. Plaintiff provided all the relevant information necessary for Equifax to reinvestigate and correct the inaccuracies in its reporting.

89. Equifax breached its duties as described herein.

90. If Equifax had conducted a reasonable reinvestigation of Plaintiff's dispute, Equifax would have reviewed and considered all of the information Plaintiff submitted in his dispute letter, and would have easily detected that what was being reported was factually incorrect, inaccurate, and misleading.

91. If Equifax had conducted a reasonable reinvestigation of Plaintiff's dispute, the tradeline on Plaintiff's Equifax consumer report would have been appropriately corrected.

92. Due to Equifax's failures to follow reasonable procedures to assure maximum possible accuracy of information, and failures to conduct a reasonable reinvestigation of Plaintiff's dispute, the false and misleading information in Plaintiff's credit file and on Plaintiff's Equifax report was not appropriately modified.

93. Equifax had all the information necessary to correct its reporting. Yet, Equifax failed to correct the information in the face of clear evidence that its reporting was false and misleading. The failure indicates that Equifax's review procedures were not reasonable.

94. The fact that Equifax had all the information necessary to correct its reporting, yet failed to do so in an appropriate manner, further indicates that Equifax recklessly disregarded Plaintiff's dispute and the requirements of the FCRA, amounting to a willful violation of the statute.

95. Equifax willfully, or in the alternative negligently, violated 15 U.S.C. § 1681e(b) by failing to follow reasonable procedures to assure the maximum possible

accuracy of information concerning Plaintiff in his consumer reports, in reckless disregard of the statutory requirements, Plaintiff's dispute, and the publicly recorded Bankruptcy Case filings.

96. Equifax willfully, or in the alternative negligently, violated 15 U.S.C. § 1681i in multiple ways, including without limitation, by failing to conduct a reasonable reinvestigation of Plaintiff's dispute, and by failing thereafter to appropriately modify information in his file and on his consumer report in reckless disregard of the statutory requirements, Plaintiff's dispute, and the publicly recorded Bankruptcy Case filings.

97. As a result of Equifax's violations of 15 U.S.C. §§ 1681e(b) and 1681i, Plaintiff has suffered actual damages as described herein. Plaintiff is, therefore, entitled to recover actual damages from Equifax pursuant to 15 U.S.C. §§ 1681n and 1681o.

98. Equifax's actions and omissions were willful, rendering Equifax liable to Plaintiff for punitive damages and/or statutory damages pursuant to 15 U.S.C. § 1681n.

99. Plaintiff is entitled to recover costs and attorneys' fees from Equifax pursuant to 15 U.S.C. §§ 1681n and 1681o.

COUNT II

VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
15 U.S.C. §§ 1681e(b) and 1681i
Trans Union, LLC

100. Plaintiff incorporates by reference paragraphs 1-13, 33-34, and 59-79 as though fully stated herein.

101. Pursuant to 15 U.S.C. § 1681e(b), TransUnion is responsible for following reasonable procedures to assure maximum possible accuracy of information whenever it prepares consumer reports.

102. TransUnion's duty under 15 U.S.C. § 1681e(b) extends to reinvestigation reports and consumer disclosures.

103. Pursuant to 15 U.S.C. § 1681i(a)(1)(A), TransUnion had an affirmative duty to independently investigate the dispute submitted by Plaintiff.

104. Pursuant to 15 U.S.C. § 1681i(a)(2), TransUnion was required to communicate the specifics of Plaintiff's dispute to DiTech.

105. A consumer reporting agency's reasonable reinvestigation must be a good faith effort to ascertain the truth; a reasonable reinvestigation must answer the

substance of the consumer's dispute, and may not merely be a *pro forma* record review that simply begs the question.

106. In order to conduct a reasonable reinvestigation, and pursuant to 15 U.S.C. § 1681i(a)(4), TransUnion was required to review and consider all relevant information submitted by Plaintiff.

107. Plaintiff's dispute was clear and unambiguous as to the inaccuracies of TransUnion's reporting.

108. Plaintiff provided all the relevant information necessary for TransUnion to reinvestigate and correct the inaccuracies in its reporting.

109. TransUnion breached its duties as described herein.

110. If TransUnion had conducted a reasonable reinvestigation of Plaintiff's dispute, TransUnion would have reviewed and considered all of the information Plaintiff submitted in his dispute letter, and would have easily detected that what was being reported was factually incorrect, inaccurate, and misleading.

111. If TransUnion had conducted a reasonable reinvestigation of Plaintiff's dispute, the tradeline on Plaintiff's TransUnion consumer report would have been appropriately corrected.

112. Due to TransUnion's failures to follow reasonable procedures to assure maximum possible accuracy of information, and failures to conduct a reasonable reinvestigation of Plaintiff's dispute, the false and misleading information in Plaintiff's credit file and on Plaintiff's TransUnion report was not appropriately modified.

113. TransUnion had all the information necessary to correct its reporting. Yet, TransUnion failed to correct the information in the face of clear evidence that its reporting was false and misleading. The failure indicates that TransUnion's review procedures were not reasonable.

114. The fact that TransUnion had all the information necessary to correct its reporting, yet failed to do so in an appropriate manner, further indicates that TransUnion recklessly disregarded Plaintiff's dispute and the requirements of the FCRA, amounting to a willful violation of the statute.

115. TransUnion willfully, or in the alternative negligently, violated 15 U.S.C. § 1681e(b) by failing to follow reasonable procedures to assure the maximum possible accuracy of information concerning Plaintiff in his consumer reports, in reckless disregard of the statutory requirements, Plaintiff's dispute, and the publicly recorded Bankruptcy Case filings.

116. TransUnion willfully, or in the alternative negligently, violated 15 U.S.C. § 1681i in multiple ways, including without limitation, by failing to conduct a reasonable reinvestigation of Plaintiff's dispute, and by failing thereafter to appropriately modify information in his file and on his consumer report in reckless disregard of the statutory requirements, Plaintiff's dispute, and the publicly recorded Bankruptcy Case filings.

117. As a result of TransUnion's violations of 15 U.S.C. §§ 1681e(b) and 1681i, Plaintiff has suffered actual damages as described herein. Plaintiff is, therefore, entitled to recover actual damages from TransUnion pursuant to 15 U.S.C. §§ 1681n and 1681o.

118. TransUnion's actions and omissions were willful, rendering TransUnion liable to Plaintiff for punitive damages and/or statutory damages pursuant to 15 U.S.C. § 1681n.

119. Plaintiff is entitled to recover costs and attorneys' fees from TransUnion pursuant to 15 U.S.C. §§ 1681n and 1681o.

COUNT III

VIOLATIONS OF THE FAIR CREDIT REPORTING ACT,

15 U.S.C. § 1681s-2(b)
Comenity Bank, LLC

120. Plaintiff incorporates by reference paragraphs 1-13, 19-32, 45-58 and 72-79 as though fully stated herein.

121. Pursuant to 15 U.S.C. § 1681s-2(a), Comenity is responsible for providing accurate information whenever it furnishes information to any consumer reporting agencies.

122. Upon information and belief, Equifax timely notified Comenity of Plaintiff's disputes, and provided Comenity with all the relevant information that Plaintiff had submitted.

123. Pursuant to 15 U.S.C. § 1681s-2(b), Comenity had a duty to investigate Plaintiff's dispute and accurately report its findings to Equifax.

124. A furnisher's investigation must be a good faith effort to ascertain the truth; a reasonable investigation must answer the substance of the consumer's dispute, and may not merely be a *pro forma* record review that simply begs the question.

125. In order to conduct a reasonable investigation, and pursuant to 15 U.S.C. § 1681s-2(b), Comenity was required to review and consider all relevant information submitted by Plaintiff to Equifax.

126. Plaintiff's disputes were clear and unambiguous as to the inaccuracies of reporting the Comenity Debt as more than 120 days past due, with a balance of $773.00 and a scheduled payment amount of $40.00.

127. Comenity breached its duties as described herein.

128. If Comenity had conducted a reasonable investigation of Plaintiff's dispute, Comenity would have reviewed and considered all of the information Plaintiff submitted to Equifax in his dispute, and would have easily detected that what was being reported was factually incorrect, inaccurate, and misleading.

129. If Comenity had conducted a reasonable investigation of Plaintiff's dispute, the tradeline on Plaintiff's consumer reports would have been corrected accordingly.

130. Due to Comenity's failures to provide accurate information, and failures to conduct reasonable investigations of Plaintiff's dispute, the false and misleading information in Plaintiff's credit file and on Plaintiff's reports as described herein was not appropriately modified.

131. Comenity had all the information necessary to correct its reporting. Yet, Comenity failed to suitably correct its reporting in the face of clear evidence that it was

false and misleading. The failure indicates that Comenity's review procedures were not reasonable.

132. The fact that Comenity had all the information necessary to correct its reporting, yet failed to appropriately do so, further indicates that Comenity recklessly disregarded Plaintiff's dispute and the requirements of the FCRA, amounting to a willful violation of the statute.

133. Comenity willfully, or in the alternative negligently, violated 15 U.S.C. § 1681s-2(b) by failing to conduct a reasonable investigation upon receiving notice of Plaintiff's disputes from Equifax; by failing to appropriately report the results of its investigation; and by failing to appropriately modify the disputed information, in reckless disregard of the statutory requirements; Plaintiff's disputes, and the publicly recorded Bankruptcy Case filings.

134. As a result of Comenity's violations of 15 U.S.C. § 1681s-2(b), Plaintiff has suffered actual damages as stated herein. Plaintiff is, therefore, entitled to recover actual damages from Comenity under 15 U.S.C. §§ 1681n and 1681o.

135. Comenity's actions and omissions were willful, rendering Comenity liable to Plaintiff for punitive damages and/or statutory damages pursuant to 15 U.S.C. § 1681n.

136. Plaintiff is entitled to recover costs and attorneys' fees from Comenity pursuant to 15 U.S.C. §§ 1681n and 1681o.

COUNT IV

VIOLATIONS OF THE FAIR CREDIT REPORTING ACT,
15 U.S.C. § 1681s-2(b)
DiTech Financial, LLC

137. Plaintiff incorporates by reference paragraphs 1-34 and 59-79, as though fully stated herein.

138. Pursuant to 15 U.S.C. § 1681s-2(a), DiTech is responsible for providing accurate information whenever it furnishes information to any consumer reporting agencies.

139. Upon information and belief, TransUnion timely notified DiTech of Plaintiff's disputes, and provided DiTech with all the relevant information that Plaintiff had submitted.

140. Pursuant to 15 U.S.C. § 1681s-2(b), DiTech had a duty to investigate Plaintiff's dispute and accurately report its findings to TransUnion.

141. A furnisher's investigation must be a good faith effort to ascertain the truth; a reasonable investigation must answer the substance of the consumer's dispute, and may not merely be a *pro forma* record review that simply begs the question.

142. In order to conduct a reasonable investigation, and pursuant to 15 U.S.C. § 1681s-2(b), DiTech was required to review and consider all relevant information submitted by Plaintiff to TransUnion.

143. Plaintiff's disputes were clear and unambiguous as to the inaccuracies of reporting the Mortgage as discharged, with a balance of $0.00.

144. DiTech breached its duties as described herein.

145. If DiTech had conducted a reasonable investigation of Plaintiff's dispute, DiTech would have reviewed and considered all of the information Plaintiff submitted to TransUnion in his dispute, and would have easily detected that what was being reported was factually incorrect, inaccurate, and misleading.

146. If DiTech had conducted a reasonable investigation of Plaintiff's dispute, the tradeline on Plaintiff's consumer reports would have been corrected accordingly.

147. Due to DiTech's failures to provide accurate information, and failures to conduct reasonable investigations of Plaintiff's dispute, the false and misleading information in Plaintiff's credit file and on Plaintiff's reports as described herein was not appropriately modified.

148. DiTech had all the information necessary to correct its reporting. Yet, DiTech failed to suitably correct its reporting in the face of clear evidence that it was false and misleading. The failure indicates that DiTech's review procedures were not reasonable.

149. The fact that DiTech had all the information necessary to correct its reporting, yet failed to appropriately do so, further indicates that DiTech recklessly disregarded Plaintiff's dispute and the requirements of the FCRA, amounting to a willful violation of the statute.

150. DiTech willfully, or in the alternative negligently, violated 15 U.S.C. § 1681s-2(b) by failing to conduct a reasonable investigation upon receiving notice of Plaintiff's disputes from TransUnion; by failing to appropriately report the results of its investigation; and by failing to appropriately modify the disputed information, in

reckless disregard of the statutory requirements; Plaintiff's disputes, and the publicly recorded Bankruptcy Case filings.

151. As a result of DiTech's violations of 15 U.S.C. § 1681s-2(b), Plaintiff has suffered actual damages as stated herein. Plaintiff is, therefore, entitled to recover actual damages from DiTech under 15 U.S.C. §§ 1681n and 1681o.

152. DiTech's actions and omissions were willful, rendering DiTech liable to Plaintiff for punitive damages and/or statutory damages pursuant to 15 U.S.C. § 1681n.

153. Plaintiff is entitled to recover costs and attorneys' fees from DiTech pursuant to 15 U.S.C. §§ 1681n and 1681o.

TRIAL BY JURY

Plaintiff is entitled to and hereby requests a trial by jury.

WHEREFORE, Plaintiff prays that judgment be entered in his favor and against Defendants, jointly and severally, for:

a.) Plaintiff's actual damages;

b.) Punitive and/or statutory damages pursuant to 15 U.S.C. § 1681n;

c.) Reasonable attorney's fees and costs pursuant to 15 U.S.C. §§ 1681n and/or 1681o; and d.) Such other and further relief as may be just and proper.

Respectfully submitted this 31st day of October, 2016.

BERRY & ASSOCIATES

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